

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES	
2. AMENDMENT/MODIFICATION NO. PO02		3. EFFECTIVE DATE 07/22/2016		4. REQUISITION/PURCHASE REQ. NO. PR201604270001		5. PROJECT NO. (If applicable) GP0965038	
6. ISSUED BY GSA - Acquisition Operations Division 1800 F St NW Washington, DC 20405		7. ADMINISTERED BY (If other than Item 6) See Block 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Slack Technologies, Inc. 155 5th St 6th Floor San Francisco, CA 94103				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-00-H-15-AA-P-0092 10B. DATED (SEE ITEM 13) 07/22/2015	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) 2016.2016.285X.DS10.00.Q00XF100.AF200.M55 \$54,000.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
(X)	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to unilaterally: 1) Exercise Option Year 1: 300 Users NTE \$54,000. Period of Performance - 7/22/2016 - 7/21/2017. Current contract amount: \$39,600.00 Modification PO02: \$54,000.00 New contract amount: \$93,600.00 All other terms and conditions shall remain the same. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Lisa E. Ellis			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				LISA ELLIS		05/16/2016	
				(Signature of Contracting Officer)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

PS03

3. EFFECTIVE DATE

07/27/2017

4. REQUISITION/PURCHASE REQ. NO.

PR201505070017

5. PROJECT NO. (If applicable)

GP0965038

6. ISSUED BY

CODE

General Services Administration (GSA)
OAS, Office of Internal Acquisition
1800 F Street, NW
Washington, DC 20405

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SLACK TECHNOLOGIES, INC.
Attn: Dave Macnee
155 5th STREET, 6th FLOOR
SAN FRANCISCO, CA 94103

(X)

9A. AMENDMENT OF SOLICITATION NO.

☐

9B. DATED (SEE ITEM 11)

☒

10A. MODIFICATION OF CONTRACT/ORDER NO.

GS00H15AAP0092

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

07/27/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2017.2017.285X.DS11.00.T00ED000.AF200.H08

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐

D. OTHER (Specify type of modification and authority)

☒

FAR 52.217-9 - Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Corrected Copy:

1. The purpose of Modification PS03 is to Exercise Option Year 2 for Web-Based Collaboration Software Services.

2. Period of Performance: 07/27/2017 - 07/26/2018.

3. The contract amount is increased by \$72,000.00 from \$93,600.00 to \$165,600.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

(b) (6)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Bonnie A. Impastato, Contracting Officer

15B. CONTRACTOR/OFFEROR

(b) (6)

15C. DATE SIGNED

7/22/2017

16B. UNITED STATES OF AMERICA

BONNIE IMPASTATO

(Signature of Contracting Officer)

16C. DATE SIGNED

07/26/2017

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE	OF	PAGES
				M	1		1
2. AMENDMENT/MODIFICATION NO. PS01		3. EFFECTIVE DATE SEE BLK 16C		4. REQUISITION/PURCHASE REQ. NO. PR201601270005		5. PROJECT NO. (If applicable) GP0995256	
6. ISSUED BY CODE		H1BA		7. ADMINISTERED BY (If other than item 6) CODE		H1BA	

U.S. GSA OAS IAD
1800 F ST NW RM 631X
WASHINGTON DC 20405

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SLACK TECHNOLOGIES INC
155 5th ST, 6th FL
SAN FRANCISCO CA 94103

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

GS00H15AAP0092

10B. DATED (SEE ITEM 13)

CODE 047131381

FACILITY CODE 7BXGO

07/22/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2016.2016.285X.00.Q00XF100.DS10.AF200.H08

INCREASE: +\$3,600.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3); Other Agreements of the Parties Modifying the Terms of the Contract
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add twenty-four (24) additional end user licenses to Base Period line item 1:
The period of performance remains from 07/22/2015 to 07/21/2016;
The total contract award amount is \$3,600.00;
This modification hereby changes the contract amount from \$36,000.00 by \$3,600.00 to \$39,600.00;
Slack Technologies quote of 02/12/2016 is hereby incorporated by reference;
All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Diane P. Taylor, Contracting Officer	
15B. CONTRACTOR/ISSUING OFFICE (b) (6)		16B. UNITED STATES OF AMERICA DIANE TAYLOR (Signature of Contracting Officer)	
15C. DATE SIGNED 02/22/2016		16C. DATE SIGNED 02/25/2016	

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Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER PR201505070017		PAGE 1 OF 13	
2. CONTRACT NO GS-00-H-15-AA-P-0092		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER GS-H1E-Q-15-0150	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. SOLICITATION ISSUE DATE 06/24/2015	
9. ISSUED BY General Services Administration OAS, Internal Acquisition Division 1800 F Street, NW Washington, DC 20405		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO GSA, Office of Citizen Svcs & Innovative Technologies(XFC) Joshua Bailes, joshua.bailes@gsa.gov, 202-550-6659		CODE		16. ADMINISTERED BY General Services Administration, HIEA 1800 F Street, NW, Washington, DC 20405		CODE	
17a. CONTRACTOR/OFFEROR Slack Technologies, Inc. 155 5th St, 6th Floor San Francisco, CA 94103		CODE 7BXG0 FACILITY CODE 047131381		18a. PAYMENT WILL BE MADE BY Financial Operations & Disbursement Division PO Box 419279 1500 E. Bannister Road, Room-1011 Kansas City, MO 64141		CODE 6BCP	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Web-Based Collaboration Software Services Base Period: 07/27/2015 - 07/26/2016 200 Users, NTE \$36,000			1	Lot	36,000	36,000
2	Option Period 1: 07/27/2016 - 07/26/2017 300 Users, NTE \$54,000						
3	Option Period 2: 07/27/2017 - 07/26/2018 400 Users, NTE \$72,000 Firm Fixed Price <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 2015.2015.285X.DS10.00.Q00XF100.AF230.H08.....						26. TOTAL AWARD AMOUNT (For Govt. Use Only) 36,000	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT- REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. NAME AND TITLE OF SIGNER (Type or print) (b) (6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)			
30b. NAME AND TITLE OF SIGNER (Type or print) (b) (6)		30c. DATE SIGNED 07 / 27 / 2015		31b. NAME OF CONTRACTING OFFICER (Type or print) Carolyn U Turner		31c. DATE SIGNED 7/1/2015	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22. UNIT	23 UNIT PRICE	24. AMOUNT
	<p>Total contract Value: \$162,000.00 When invoicing, reference (b) (4) Contractor Quote dtd 06/30/2015 is hereby incorporated Attachment 1: Statement of Work</p> <p>52.217-9 Option to Extend the Term of the Contract (March 2000) (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998), www.arnet.gov and www.acq.osd.mil

52.212-4 Contract Terms and Conditions—Commercial Items. (Feb 2012)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657(f)).

___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

___ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- X (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- ____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)



Statement of Work

1.0 GENERAL INFORMATION

As part of the Government wide execution strategy, the General Services Administration's 18F has been asked by OSTP, OMB and GSA leadership to work in partnership with other agencies to lead the development of an ecosystem around citizen-facing digital services. 18F functions as the primary operational arm of this broader digital Government effort by delivering reimbursable services and products to a series of high profile citizen facing technology solutions. Currently, there are a over a dozen digital services projects managed by 18F. To meet existing and projected demand, 18F has grown to nearly 100 employees since its inception in early 2014. To ensure these employees have the necessary tools to effectively deliver projects and products, 18F's, development, UX design, and product infrastructure must grow, as well.

1.1 AGENCY MISSION

GSA's mission is to use expertise to provide innovative solutions for our customers in support of their missions and by so doing foster an effective, sustainable, and transparent government for the American people. This delivery order will support GSA's digital services initiative.

2.0 OBJECTIVE

The scope of this delivery order is to acquire web-based collaboration software to successfully support the 18F team.

3.0 REQUIREMENTS

3.1 TECHNICAL SPECIFICATIONS FOR SOFTWARE LICENSES

18F makes use of a web-based technology solution to promote collaboration, quick exchange of information, and communication across multiple offices. This

web-based collaborative application licenses use to individual users within the organization. The access to the web-application will be provided under a plan which allows for the following features:

- Allows for single-channel guests to be onboarded with no additional cost
- Dynamic pricing model that pro-rates monthly costs based on inactive users
- Uses transport layer security (TLS/HTTPS) with encryption ciphers and signature algorithms at FIPS-140-2 strengths or higher
- Allows for administrator level data retrieval across both public and private communications for the purposes of FOIA or other e-discovery needs
- Allows public, non-governmental members to join pre-determined collaboration spaces
- Promotes seamless file sharing by allowing for comments and conversation threads to be associated to shared files.
- Allows for a single user account to be given access to multiple organization accounts
- Allows for the configuration of notifications on the desktop and mobile
- Has a native mobile app on both iOS and Android platforms
- Syncs desktop, mobile, and tablet apps simultaneously.
- Ability to "on the fly" create conversation channels that the entire 18F team can join.
- Search function that allows user to search all conversations available to the user, including public channels, private groups, and documents. Has inline image and video sharing within conversations
- Has a Federal Term of Service
- Integrates with the following software applications in the table below:

<u>Airbrake</u>	<u>Crashlytics</u>	<u>Librato</u>	<u>Scanbot</u>
<u>App Review Monitor</u>	<u>Datadog</u>	<u>Lita</u>	<u>Screenhero</u>
<u>appear.in</u>	<u>Desk.com</u>	<u>Logentries</u>	<u>Semaphore</u>
<u>AppSignal</u>	<u>Dropbox</u>	<u>Magnum CI</u>	<u>Sentry</u>
<u>Asana</u>	<u>Enchant</u>	<u>MailChimp</u>	<u>StatusPage.io</u>
<u>Beanstalk</u>	<u>Envoy</u>	<u>Nagios</u>	<u>Stripe</u>
<u>Bitbucket</u>	<u>Giphy</u>	<u>New Relic</u>	<u>Subversion</u>
<u>Bitium</u>	<u>GitHub</u>	<u>Ninefold</u>	<u>Travis CI</u>
<u>Blossom</u>	<u>Google Drive</u>	<u>OpsGenie</u>	<u>Trello</u>
<u>Bonusly</u>	<u>Google+ Hangouts</u>	<u>Opsmatic</u>	<u>Twitter</u>
<u>Bots</u>	<u>GoSquared</u>	<u>PagerDuty</u>	<u>Userlike</u>
<u>Boundary</u>	<u>GoToMeeting Free</u>	<u>Papertrail</u>	<u>Visual Studio Online</u>
<u>Box</u>	<u>Groove</u>	<u>Pingdom</u>	<u>WorkingOn</u>
<u>Breezy HR</u>	<u>Help Scout</u>	<u>Pivotal Tracker</u>	<u>Wunderlist</u>
<u>Bugsnag</u>	<u>Heroku</u>	<u>Rainforest QA</u>	<u>Yo</u>
<u>Buildkite</u>	<u>Honeybadger</u>	<u>Raygun</u>	<u>Zapier</u>
<u>Circle CI</u>	<u>Hubot</u>	<u>Reamaze</u>	<u>Zendesk</u>
<u>Cloud 66</u>	<u>IFTTT</u>	<u>Room</u>	
<u>Code Climate</u>	<u>Intercom</u>	<u>RSS</u>	
<u>Codeship</u>	<u>JIRA</u>	<u>Runscope</u>	

3.2 LICENSE AMOUNT REQUIREMENTS

The vendor shall supply access for up to 200 users/month for an initial period of twelve (12) months in a plan that meets the requirements below. The initial period may be renewed at the end of the initial 12 months for up to 300, and again at the end of the first option period for 12 months up to 400 users/month at the sole discretion of 18F (GSA) and the Contracting Officer (GSA), and for additional periods up to levels described in the chart below. The ultimate number of licenses purchased will be at the discretion of the 18F (GSA) and the Contracting Officer (GSA).

Because of the continued growth of 18F, flexibility is needed in purchasing licenses during the course of a year. This SOW intends for vendors to supply licenses for web-based collaboration software on an as needed basis for up to a specified amount.

To meet this changing need, the vendor shall:

- Provide access to the ceiling amounts listed in Figure 1.
- Bill the Government only for the amounts consumed.
- Provide access to an administrative portal to activate or deactivate licenses by 18F Team Operations staff.

3.3 PRICING REQUIREMENTS

The vendor shall submit price quotations in line with "Figure 1."

Figure 1. Requirements for Web-Based Collaborative Software

Line	Description / Configuration	Users Per Month
1	Base Period (12 Months)	200
2	Option 1 (12 Months)	300
3	Option 2 (12 Months)	400

Each license will permit a member of the 18F team to access the web-based collaboration software for one month.

3.4 CONTRACT TYPE

The Government intends to award a single task order as Firm Fixed Price.

3.5 BASIS OF AWARD

Award for this effort shall be determined on a Lowest-Price Technically Acceptable basis.

3.6 PERIOD OF PERFORMANCE

The period of performance shall be from date of award for one twelve (12) month base period with two (2) twelve (12) month options for a total of 36 months.

3.7 CLAUSES

52.217-5 Evaluation of Options (Jul 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration date.

TITLE	18F (GSA) PO
FILE NAME	SF1449 Web BasedFinal signed.pdf
DOCUMENT ID	6ecf070e9ed93d6f4e4ff446c78a3d3dd5820815
STATUS	• Completed

Document History



SENT

7/27/15

09:13:51 UTC-8

Sent for signature to (b) (6)

IP: 45.55.0.27



VIEWED

7/27/15

09:14:21 UTC-8

Viewed by (b) (6)

IP: 45.55.0.27



SIGNED

7/27/15

09:14:50 UTC-8

Signed by (b) (6)

IP: 45.55.0.27



COMPLETED

7/27/15

09:14:50 UTC-8

The document has been completed.

**Justification & Approval
Other than Full & Open Competition
GSA OCSIT/18F Additional Slack Licenses**

1. Contracting activity: U.S. General Services Administration (GSA)
Office of Administrative Services (OAS)
Internal Acquisitions Division (IAD)
1800 F St., N.W. Rm. 631X
Washington DC 20405
PoC: Ms. Diane P. Taylor, Contracting Officer (H1BAA)
(b) (6) (mobile)

2. Approval description: Purchase of an additional twenty-four (24) Slack Technologies cloud-based team collaboration end user software licenses for the Office of Citizen Services & Innovative Technologies (OCSIT) 18F Digital Services Team (XFCA) under legacy purchase order GS00H15AAP0092.

3. Item description: Slack Technologies (<https://slack.com/is>) application developer community collaboration platform supports cross-domain integration of government transformation tools created by GSA OCSIT/18F (<https://18f.gsa.gov/>). The total estimated dollar value of these 24 additional Slack end user licenses is

(b) (4)

4. Statutory authority: 41 U.S.C. §3304(b)(2)(A), as implemented by Federal Acquisition Regulation (FAR) Subpart 6.302-1(a)(2)(ii)(A) Follow-on contract for highly specialized equipment may be deemed available only from the original source and may be procured through procedures other than competitive procedures when it is likely that award to a source other than the original source would result in substantial duplication of cost to the Federal Government that is not expected to be recovered through competition.

5. Rationale: Slack Technologies is a uniquely qualified messaging tool. Geared for start-ups such as the OCSIT/18F creative collaborative; Slack users can set-up or join multiple group chats, making development team communications more efficient. Slack handles attached images and other files to a message, fully integrating data links from GSA's decentralized (Google cloud based) computing environment with mobile applications being developed by OCSIT/18F. Purchase of additional Slack licenses represents an investment furthering efficient content development.

6. Publicizing efforts: A price-redacted copy of this justification will be posted via the Internet government point-of-entry (GPE) at <https://www.fbo.gov/>, as required by FAR 5.203(b).

7. Fair & reasonable price determination: The independent government price estimate (IGCE) for 24 additional Slack end user licenses provided by the OCSIT/18F program customer was validated with rates published at the company's website (<https://slack.com/pricing>) and therefore represents a fair and reasonable price, in accordance with FAR 15.404-1(b)(2)(ii), (iv) & (v):

Additional Slack Plus End User Licenses	Monthly Subscription Rate	GS00H15AAP0092 Base Period	Total
(b) (4)		07/22/2015 07/21/2016 (1 year 12 months)	\$3,600.00

8. Market research: Further market research was not conducted; consistent with FAR 39.103(d), modular acquisition of information technology from increment quantities available under existing contracts.

9. Additional facts: The 18F digital services program office was formed by GSA OCSIT to lead various whole-of-government application development efforts, which continue to rapidly grow in excess of the original 200 Slack end user licenses originally awarded under legacy purchase order GS00H15AAP0092 of late July 2015.

10. Supplier information: Slack Technologies continues to represent itself at <https://www.sam.gov/portal/SAM/> under FAR 52.212-3 as a small commercial software publishing business.

11. Competition efforts: A price-redacted copy of this justification will be posted via the Internet government point-of-entry (GPE) at <https://www.fbo.gov/>, as required by FAR 5.203(b).

12. Technical certification: I hereby certify that the supporting data under my cognizance included in this justification are accurate and complete to the best of my knowledge and belief:

Name: (b) (6)

Date: _____

Title: 18F Acq / Agreements Lead (XFCA)

Signature: (b) (6)

13. Contracting Officer certification: I hereby certify that the information included in this justification is accurate and complete to the best of my knowledge and belief:

Name: Diane P. Taylor

Date: _____

Title: Contracting Officer (H1BAA)

Signature: _____

Quote for Web-based Collaboration Software

Solicitation Number: GS-H1E-Q-15-0150

Agency: General Services Administration

Office: Office of Government-wide Policy

Location: Office of Acquisition Policy

Submitted by Slack Technologies Inc.

155 5th Street, 6th Floor

San Francisco CA 94103

DUNS# 047131381

(b) (6)

(b) (6)

1.0 PRODUCT OVERVIEW

Slack is a web-based technology solution to promote collaboration, quick exchange of information, and communication across multiple users, team and locations. It gives users access to all of their internal communication in a single place; integrating with the tools and services they use everyday. Core features include:

Group conversations: Users can talk, share, and make decisions in open channels across their team, in private groups for sensitive matters, or use direct messages one-to-one.

File sharing: Drag and drop files, documents, PDFs, images, and videos to share with anyone and get immediate feedback and discussion through comments.

Deep, contextual search: Search across the entire team archives, within documents, files, or images, and filter your results by recency, relevancy, person, and more.

Always in sync: Everything done on the desktop app is reflected on the fully native iOS and Android apps, and vice versa. Everything is in sync.

Over 80 integrations: It's not 'yet another app'. Slack works with all the tools users require (more information below) to post notifications directly to Slack in a single work space.

Security: All data transfer is encrypted (256-bit AES and TLS 1.2) on the desktop or the phone. We perform security testing regularly to identify and resolve any vulnerabilities.

2.0 FEATURE REQUIREMENTS

Required features as outlined in the Web-based Collaboration Software Statement of Work:

2.1 *Allows for single-channel guests to be on-boarded with no additional cost*

All Slack paid teams have free access to Single-Channel Guest users, allocated on a basis of 5 free Single-Channel Guest accounts per paid user. A Single-Channel Guest is a type of Restricted Account that can only access content and interact in a single channel or group. Users provisioned as Single-Channel Guests will only see team members who are in their common channel or group.

For security purposes, Single Channel Guests do not have access to these Slack features:

- The IRC and XMPP gateways
- Creating, renaming, archiving, and deleting channels
- Creating and modifying integrations
- Setting channel topics and purposes
- Team statistics
- Access logs
- Configuring custom emoji

More information is available at <https://slack.zendesk.com/hc/en-us/articles/202518103-Restricted-Account-and-Single-Channel-Guest-FAQ>.

2.2 *Dynamic pricing model that pro-rates costs based on inactive users*

Most enterprise software pricing is designed to charge per user regardless of how many people are actively using the software. If you buy 1,000 seats but only use 100, you still get charged for 1,000. We don't think that's fair. And it's also hard to predict how many seats you'll need in advance.

At Slack, teams only get billed for what they use. So they don't pay for the users that aren't using Slack. And if someone you've already paid for becomes inactive, we'll even add a pro-rated credit to your account for the unused time. Fair's fair.

Here's how it works: Slack does a daily check for activity on every one of your team's enabled users who have had their accounts for at least three weeks. If we find a user who hasn't used Slack at all in 14 days, we will consider their account to be inactive. Likewise, we'll do a check on inactive accounts to see if they've become active again and, if so, mark them as active.

All Slack teams on a paid plan will only be charged for accounts that are currently active. Should all accounts on your team become inactive, you will be charged for only one user each month, unless you decide to downgrade.

Any changes to the number of active users during your billing cycle will result in a pro-rated credit or charge, just as if the accounts were manually added or disabled by an Administrator. The only difference is: Team Admins don't have to lift a finger.

More information is available at <https://slack.zendesk.com/hc/en-us/articles/201723133-Billing-FAQ>

2.3 *Uses transport layer security (TLS/HTTPS) with encryption ciphers and signature algorithms at FIPS-140-2 strengths or higher*

Slack uses 256-bit AES, supports TLS 1.2 for all of messages, and uses the ECDHE_RSA Key Exchange Algorithm. We monitor the security community's output closely and work promptly to upgrade the service to respond to new vulnerabilities as they are discovered.

More information is available at <https://slack.com/security>.

2.4 Allows for administrator level data retrieval across both public and private communications for the purposes of FOIA or other e-discovery needs

Slack Team Owners are also able to export a full archive of the data in their Slack team account for the purposes of FOIA or other e-discovery needs. Slack has two options for exporting communication history: Standard and Compliance.

Standard exports are available to Team Owners and Admins on all plans, and only include messages and files that are shared in channels. Message history for private groups and direct messages is not included. If you want to export the contents of your own private groups and direct messages, please see our API documentation at <https://api.slack.com/>.

Compliance exports are only available to teams on the Plus plan, and are designed for teams that have legal and regulatory requirements to store all communications, and who have been approved by Slack to have the feature enabled (more detail below). Compliance Exports include communication in private groups and direct messages, and may include message edit and deletion history. Important things to note:

- If Compliance Exports are turned on, all team members will be automatically notified in a private message.
- Compliance Exports do not include messages sent before the feature is turned on. Communications in private groups and direct messages are only included going forward.
- Compliance Exports are not viewable within Slack, nor does Slack provide any interface for Team Owners to view or search these files. Compliance Exports are exported as a JSON file.
- We understand that team members may be concerned about Team Owners having access to their private communications. We've included protections to ensure that Compliance Exports are used appropriately.

Slack has put the following requirements in place for Compliance Exports:


- Access must be requested from Slack by a Team Owner.
- We require an acknowledgement that tells us all of the following:
 - The requester is authorized to have this access.
 - The company policies and employment agreements allow this kind of access.
 - The employer has the necessary legal clearance in their jurisdiction to access employee communications.
- If there is more than one Team Owner, all Owners will be notified of the request upon submittal.
- The request is then reviewed by Slack staff for approval.
- If the feature is enabled, we will notify team members via Slack that the feature is active and that their private messages are now subject to export.

2.5 Allows public, non-governmental members to join pre-determined collaboration spaces

Slack has a user type called Restricted Accounts that allows public, non-governmental members to join pre-determined collaboration spaces. A Restricted Account allows you to add a team member who is only able to see a subset of your team's channels, groups, and members. A restricted user will not be able to browse the team's channel list or join any channels on their own — they must be invited by a Team Owner or Admin. Restricted Accounts will only see team members who are in at least one common channel or group.

2.6 *Promotes seamless file sharing by allowing for comments and conversation threads to be associated to shared files.*

There are several easy ways to upload a file from your computer:

- Drag and drop the file to the Slack window.
- Copy and paste images directly into the message box. (Supported in the Mac desktop app and some browsers.)
- Click the  arrow next to the message box and click Upload a file.

Once you select a file to upload, Slack will prompt you to decide where you'll share the file, and to add a title and initial comment if you choose. When you're ready to share it, just click Upload.

Once a file has been shared it will be visible as an object in the right hand pane of Slack. From there, users can comment and have conversations on shared files. All comments and conversations will be attached to the file, so if it is shared in a different channel comments will remain attached. Files can be shared in multiple channels and comments will still be attached and will be populated in real-time in all channels in which the file is shared.

When files are added to Slack the contents will be automatically indexed for search. More information on search below.

2.7 *Allows for a user to be given access to multiple organization accounts*

Users can join as many Slack teams as they like. Slack accounts are at the team level, so each user will have a fully separate Slack account for each team they join. While each team account is separate, users can use the same email address to sign up for multiple teams. Users can be signed in to multiple Slack teams at once. If they sign out of one team, it doesn't affect accounts on other teams. The Mac and Windows desktop apps allow users to seamlessly navigate between teams. From a web browser, users can open each team in a separate browser tab — just enter *teamname.slack.com* in the browser's address bar to sign in. Users are able to receive desktop notifications for all teams simultaneously. On iOS & Android apps users can sign in to additional teams at any time via the Switch Team or Settings screens — use the menu button in the top right corner or swipe left. On iOS, users can also triple-swipe to switch quickly.

2.8 *Allows for the configuration of notifications on the desktop and mobile*

Slack allows users to set up and configure notifications on the desktop, browser, mobile device and through email. Slack will only send notifications when users are offline, viewing a different team, or working in another application. By default, users will be notified every time something gets posted to Slack while they are away. Users can adjust settings to only receive notifications when attention is needed, like when someone says a user's name, sends a user a direct message, or uses one of the user's specified highlight words. A user's notification settings can be changed at any time by that user on their notifications page.

Users can receive notifications from Slack on their computer, smartphone, or via email. Users can further customize notifications with the following options:

- Dock icon notifications: Activity badges on your desktop app icon
- Highlight word notifications: Alerts for important words and phrases
- Channel and group notification preferences: Adjust preferences for specific channels and groups
- Muting a channel or private group: Never be notified of unread activity or receive notifications for a channel or group

2.9 Has a native mobile app on both iOS and Android platforms

Slack offers free native mobile apps on both iOS and Android. Available at <https://slack.com/apps>.

2.10 Syncs desktop, mobile, and tablet apps simultaneously.

With fully native apps for iOS and Android, whatever users do on one device is reflected everywhere. Everything is in sync.

2.11 Ability to "on the fly" create conversation channels that the entire 18F team can join.

By default, all team members (not including restricted accounts) can create channels. Team Owners can change this setting at my.slack.com/admin/settings. The channel creation dialog gives users the option to set a purpose for the channel. If users enter a purpose, it will appear in the "Browse Channels" dialog that appears when clicking the "Channels" heading in the left column. Team members will find this information useful when they're trying to understand whether they should join a channel.

All channels are open to everyone on the team. All team members (except restricted accounts or single-channel guests) can join any channel, see the channel's entire history, post messages and files to the channel, and search the channel. This makes channels an ideal place for "on the fly" conversations between cross-functional teams, spread across various locations.

2.12 Search function that allows user to search all conversations available to the user, including public channels, private groups, and documents.

All slack users are able to search for content in channels, their own direct messages, and private groups of which they are members within the Slack interface. Users are also able to search through the contents of

files, files, both those added to Slack and those pointed to through an integration. The contextual search will display results found in both messages and files (documents). Helpful search modifiers include:

Channels, groups, and DMs

in:channelname: Searches just the messages and files in a specific channel.

in:groupname: Limits your search to messages and files in a private group.

in:name: Searches your DMs with a specific team member.

Messages or files from a specific person

from:username: Limits your search to messages from a specific person in any channel, group or DM.

from:me: Searches only messages you've sent, anywhere in Slack.

Links and starred items

has:link: Limits your search to messages that contain a URL.

has:star: Searches messages you've starred. (Your starred items can also be found in the flexpane.)

Dates and times

before: after: on: during: You can use these flexible keywords to narrow search results to a specific time frame.

2.13 *Has inline image and video sharing within conversations*

When images and select video format files are shared in channels, direct messages and private groups, they will appear inline with conversations.

2.14 *Has a Federal Term of Service*

Slack has an online Government Terms of Service Addendum for all Federal Government users. This is available online at <https://slack.com/terms-of-service/government>:

Amendment to Slack Terms of Service Applicable to Government Users

This Amendment to Slack's Terms of Service ("Amendment" or "Agreement") applies only to users of the Slack Service (as defined in the TOS) that are accessing, using, or wish to access or use Slack's Service in their capacity as U.S. government or U.S. public entities or in their capacity as employees of a U.S. government or U.S. public entity. If You are a U.S. government or U.S. public entity or an employee acting on behalf of one of those entities, read on. This Amendment applies to You. If You aren't, then Slack's Terms of Service apply to you.

This Amendment is an agreement between Slack Technologies, Inc. ("Slack" or "Company") and U.S. Government users of the Service and applies solely to any U.S. Government agency Administrative Users and Members who use or access the Service on behalf of such U.S. Government agency (the "Agency"). You, as a United States Government entity, are required,

when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum.

Slack and You (together, the "Parties") agree that these modifications to the Slack standard Terms of Service, available at the "TOS" are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are hereby modified by this Amendment as they pertain to Agency's use of the Services.

A. Government entity: For the purposes of this Amendment to the TOS, "You" shall mean the Agency itself and shall not bind in their individual capacity (i) the individual(s) who utilize the Company site or services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency. Company will look solely to the Agency to enforce any violation or breach of the TOS by such individuals when they are acting on behalf of the Agency, subject to federal law. All other defined terms in the standard TOS will retain their definitions as set forth in that agreement.

B. Public purpose: Agency shall use the Services solely in furtherance of Agency's public purpose. Any requirement(s) set forth within the TOS that use of the Services be for private, personal and/or non-commercial purposes is hereby waived. Company acknowledges that You may use the Services from locations throughout the world, and that you may have more than one account. Any prohibitions to the contrary are hereby waived.

C. Advertisements: Company hereby agrees not to serve or display any third-party commercial advertisements or solicitations in the publicly available portion of the Site displaying content uploaded by or under the control of the Agency. This exclusion shall not extend to house ads, which Company may serve on such pages in a non-intrusive manner.

D. Indemnification, Liability, Statute of Limitations: Any provisions in the TOS related to indemnification and filing deadlines are hereby waived, and shall not apply except to the extent expressly authorized by law. Liability for any breach of the TOS as modified by this Amendment, or any claim arising from the TOS as modified by this Amendment, shall be determined under the Federal Tort Claims Act, or other governing federal authority. Federal Statute of Limitations provisions shall apply to any breach or claim.

E. Governing law: Any arbitration, mediation or similar dispute resolution provision in the TOS is hereby waived. The TOS and this Amendment shall be governed, interpreted and enforced in accordance with applicable federal laws of the United States of America without reference to conflict of laws and exclusive jurisdiction shall be in the appropriate U.S. federal courts. To the extent permitted by federal law, the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law.

F. Changes to standard TOS: Language in the TOS reserving to Company the right to change the TOS without notice at any time is hereby amended to grant You at least three days advance notice of any material change to the TOS. Company shall send this notice to the email address You designate at the time You sign up for service, and You shall notify Company of any change in the notification email address during the life of the Amendment.

G. Access and use: Company acknowledges that the Agency's use of the Service may energize significant citizen engagement and otherwise become important to the Agency's mission. Language in the TOS allowing Company to terminate service or close the Agency's account at any time, for any reason, is modified to reflect the Parties' agreement that Company may unilaterally terminate Service and/or terminate Agency's account only for breach of the Agency's obligations under the TOS, its material failure to comply with the instructions and guidelines posted on the Service, if Company ceases to operate the Service generally or as provided in paragraph S. below. Company will provide the Agency with a reasonable opportunity to cure any breach or failure on the Agency's part.

H. Provision on crawlers: Any provision in the TOS prohibiting "crawl," "spider" or similar processes is amended to allow the Agency to apply such tools solely to its pages and content, and solely to fulfill Agency's obligations under the Federal Records Act or other applicable federal law or regulation.

I. Ownership of names: Any provision(s) in the TOS related to Company's ownership of and right to change Your selected user name(s), user ID(s), domain name(s), channel name(s), and group name(s), are modified to reasonably accommodate Agency's proprietary, practical, and/or operational interest in its own publicly-recognized name and the names of Agency programs.

J. Modifications of Agency content: Any right Company reserves in the TOS to modify or adapt Agency content is limited to technical actions necessary to index, format and display that content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. In the event Agency discovers that Agency content has been modified in a manner that alters the meaning of such content, Agency may contact Company and the Parties shall work together in good faith to resolve the matter. Notwithstanding the foregoing, nothing in this Amendment shall result in an expansion of Your rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et seq.), specifically including Section 105 of the Act.

K. Limitation of liability: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any direct past, current or future violation of federal law by Company.

L. Uploading, deleting: The Parties understand and agree that You are not obligated to place any of Your Data on the Service, and You reserve the right to remove any and all of Your Data at Your sole discretion.

M. No endorsement: Company agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on the Site and use its Services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the U.S. Government, or are considered by You or the U.S. Government to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Company agrees not to display any Agency or government seals, trademarks, logos, service marks, and trade names on the Company's homepage or elsewhere on the Site unless permission to do so has been granted by the Agency or by other relevant federal government authority. Company may list the Agency's name in a publicly available customer list on its homepage or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third party name.

N. No business relationship created: The Parties are independent entities and nothing in the TOS as modified by this Amendment creates an agency, partnership, joint venture, or employer/employee relationship.

O. No cost agreement: Nothing in the TOS as modified by this Amendment obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from the TOS as modified by this Amendment are contingent upon the payment of fees by one party to the other. At its discretion, Slack may offer a free account under a free usage plan, such as a Slack Free, and in that case this Amendment will apply to the Agency's usage under the free account/plan. This Amendment also applies if the Agency chooses to use one of Slack's paid usage plans.

P. Provision of data: In case of termination of Service, within 30 days of such termination Company will enable You to export all of Your user-generated content that is publicly visible on the Site (subject to the specific export functionality included in Your usage plan). Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at <https://slack.com/privacy-policy>.

Q. Separate future action for fee based Services: Company provides Services at a basic level free of charge to the public, but this may change in the future. Agency acknowledges that while Company will provide Agency with some Services and features for free, Company reserves the right to begin charging for the Services and features at some point in the future. Company will provide Agency with at least 30 days advance notice of a change involving the charging of fees for a previously-free service. You also understand that Company currently offers other premium and enterprise Services for a fee. The parties understand that fee-based products and services are categorically different than free products and services, and are subject to federal procurement rules and processes. Before the Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer

now or in the future, You agree: to determine the Agency has a need for those additional services for a fee; to consider the subscription's value in comparison with comparable services available elsewhere; to determine that Agency funds are available for payment; to properly use the Government Purchase Card if that Card is used as the payment method; to review any then-applicable TOS for conformance to federal procurement law; and in all other respects to follow applicable federal acquisition laws, regulations and agency guidelines (including those related to payments) when initiating that separate action.

R. Assignment: Neither party may assign its obligations under the TOS as modified by this Amendment to any third party without prior written consent of the other; however, Slack or its subsidiaries may assign the TOS as modified by this Amendment to a subsidiary or parent or successor to its assets or business without written consent from the Agency provided that the successor assumes Slack's obligations under the TOS as modified by this Amendment.

S. Termination: Agency may close Agency's account and terminate this Amendment at any time. Company may close Agency's account and terminate this Amendment on 30 days written notice, but the Agency shall not be entitled to a refund of any fees paid.

T. Posting and availability of this Amendment: Any provision of the TOS requiring modifications of its terms to be posted on Company's Site is inapplicable since this Amendment is of limited, not general, application, and is otherwise waived for this special circumstance. The parties agree this Amendment contains no confidential or proprietary information, and either party may release it to the public at large. You may also post it for the benefit of other U.S. Government agencies interested in using the Service on <http://www.howto.gov/> or similar federal informational web sites.

U. Security: Company will, in good faith, exercise due diligence using reasonable business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls are employed to ensure security of systems and data. Recognizing the changing nature of the Web, Company will continuously work with users to ensure that its Site and Services meet users' requirements for the security of systems and data. Company agrees to discuss implementing additional security controls as deemed necessary by the Agency to conform to the Federal Information Security Management Act (FISMA), 44 U.S.C. 3541 et seq., but is under no obligation to provide such additional security controls.

V. Federal Records: Agency acknowledges that use of Company's Services may require management of Federal records. Your Data may meet the definition of Federal records as determined by the Agency. Company makes tools available to its users that enable compliance with a range of recordkeeping requirements. Some recordkeeping tools may only be available as part of Slack's paid service. Agency should advise Company if it has questions about recordkeeping tools or capabilities and should review tools available for each type of Slack plan before registering, but Agency has sole responsibility for complying with the applicable federal

recordkeeping laws and Slack has no duty to provide Agencies using free accounts with tools only available to Slack's paid users.

W. User Privacy: Agency acknowledges that Company's Service allows the Agency broad access to user-generated content, including direct messaging which may be considered private by users, as well as IP information and other usage data. Agency shall be solely responsible for informing users of its policies that apply to the use of Slack, including whether or not there is a reasonable expectation of privacy in any communications or activity. Further, Agency shall be solely responsible for complying with any applicable law including the U.S. Constitution and the Electronic Communications Privacy Act in access to, handling, and use of user information and communications content collected via Agency's use of the Company's Service.

X. Intellectual property ownership: Except as expressly allowed in the TOS, no rights to the Company Site or Services or any derivative works, inventions, or Company product or service modifications are conferred on Agency or any other party. All such rights belong solely to Company. Y. Precedence; Further Amendments: If there is any conflict between this Amendment and the TOS, or between this Amendment and other terms, rules or policies on the Company Site or related to its Services, this Amendment shall prevail. This Amendment constitutes an amendment to the TOS; any language in the TOS indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. Any further amendment must be agreed to by both Parties in writing.

Z. Additional Items for Discussion and Possible Inclusion in this Agreement: Company understands current federal law, regulation and policy may affect Agency's use of the Company's products and services in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by the Company (which may change from time to time), and how Agency intends to use those services (which also may change). Among the topics Agency may need to discuss with Company, and which may lead to the insertion of additional clauses in this Agreement, are Privacy and Accessibility.

2.15 *Integrates with the following software applications in the table below:*

Slack has pre-built integrations with ALL software applications specified in the Web-based Collaboration Software Statement of Work:

Airbrake
App Review Monitor
appear.in
AppSignal
Asana
Beanstalk
Bitbucket

Bitium
Blossom
Bonusly
Bots
Boundary
Box
Breezy HR
Bugsnag
Buildkite
Circle CI
Cloud 66
Code Climate
Codeship
Crashlytics
Datadog
Desk.com
Dropbox
Enchant
Envoy
Giphy
GitHub
Google Drive
Google+ Hangouts
GoSquared
GoToMeeting Free
Groove
Help Scout
Heroku
Honeybadger
Hubot
IFTTT
Intercom
JIRA
Librato
Lita
Logentries
Magnum CI
MailChimp
Nagios
New Relic
Ninefold
OpsGenie
Opsmatic

PagerDuty
Papertrail
Pingdom
Pivotal Tracker
Rainforest QA
Raygun
Reamaze
Room
RSS
Runscope
Scanbot
Screenhero
Semaphore
Sentry
StatusPage.io
Stripe
Subversion
Travis CI
Trello
Twitter
Userlike
Visual Studio Online
WorkingOn
Wunderlist
Yo
Zapier
Zendesk

3.0 LICENSE AMOUNT REQUIREMENTS

Slack shall supply access for up to 200 users/month for an initial period of twelve (12) months in a plan that meets the requirements below. The initial period may be renewed at the end of the initial 12 months for up to 300, and again at the end of the first option period for 12 months up to 400 users/month at the sole discretion of 18F (GSA) and the Contracting Officer (GSA), and for additional periods up to levels described in the chart below. The ultimate number of licenses purchased will be at the discretion of the 18F (GSA) and the Contracting Officer (GSA).

As stated in the Statement of Work, flexibility is needed in purchasing licenses during the course of a year. Slack will supply licenses for web-based collaboration software on an as needed basis for up to a specified amount.

To meet changing needs of 18F, Slack shall:

- Provide access to the ceiling amounts listed in Options 1 and 2.

- Bill the Government only for the amounts consumed. (See section 2.2: *Dynamic pricing model that pro-rates monthly costs based on inactive users*)
- Provide access to an administrative portal to activate or deactivate licenses. 18F Team Operations staff will be able to monitor team activity, invite users including Single Channel Guests and Restricted Accounts, activate and deactivate licenses from the team admin page: <https://my.slack.com/admin>.

3.1 PRICING REQUIREMENTS

Price quotations are below

Option 1: Prices for Slack's Standard Plan, with monthly payment by credit card.

The Standard Plan includes all features and requirements listed above with the EXCEPTION of Compliance Exports (2.4 Allows for administrator level data retrieval across both public and private communications for the purposes of FOIA or other e-discovery needs).

Line	Description / Configuration	Users Per Month	Price / user / month	Price per month
1	Base Period (12 Months)	200	\$8	\$1,600.00
2	Option 1 (12 Months)	300	\$8	\$2,400.00
3	Option 2 (12 Months)	400	\$8	\$3,200.00

Option 2: Prices for Slack's Plus Plan, with monthly payment by credit card.

The Plus Plan includes ALL features and requirements listed above.

Line	Description / Configuration	Users Per Month	Price / user / month	Price per month
1	Base Period (12 Months)	200	\$15	\$3,000.00
2	Option 1 (12 Months)	300	\$15	\$4,500.00
3	Option 2 (12 Months)	400	\$15	\$6,000.00

Each user license will permit a member of the 18F team to access the web-based collaboration software for one month.



Statement of Work

1.0 GENERAL INFORMATION

As part of the Government wide execution strategy, the General Services Administration's 18F has been asked by OSTP, OMB and GSA leadership to work in partnership with other agencies to lead the development of an ecosystem around citizen-facing digital services. 18F functions as the primary operational arm of this broader digital Government effort by delivering reimbursable services and products to a series of high profile citizen facing technology solutions. Currently, there are a over a dozen digital services projects managed by 18F. To meet existing and projected demand, 18F has grown to nearly 100 employees since its inception in early 2014. To ensure these employees have the necessary tools to effectively deliver projects and products, 18F's, development, UX design, and product infrastructure must grow, as well.

1.1 AGENCY MISSION

GSA's mission is to use expertise to provide innovative solutions for our customers in support of their missions and by so doing foster an effective, sustainable, and transparent government for the American people. This delivery order will support GSA's digital services initiative.

2.0 OBJECTIVE

The scope of this delivery order is to acquire web-based collaboration software to successfully support the 18F team.

3.0 REQUIREMENTS

3.1 TECHNICAL SPECIFICATIONS FOR SOFTWARE LICENSES

18F makes use of a web-based technology solution to promote collaboration, quick exchange of information, and communication across multiple offices. This

web-based collaborative application licenses use to individual users within the organization. The access to the web-application will be provided under a plan which allows for the following features:

- Allows for single-channel guests to be onboarded with no additional cost
- Dynamic pricing model that pro-rates monthly costs based on inactive users
- Uses transport layer security (TLS/HTTPS) with encryption ciphers and signature algorithms at FIPS-140-2 strengths or higher
- Allows for administrator level data retrieval across both public and private communications for the purposes of FOIA or other e-discovery needs
- Allows public, non-governmental members to join pre-determined collaboration spaces
- Promotes seamless file sharing by allowing for comments and conversation threads to be associated to shared files.
- Allows for a single user account to be given access to multiple organization accounts
- Allows for the configuration of notifications on the desktop and mobile
- Has a native mobile app on both iOS and Android platforms
- Syncs desktop, mobile, and tablet apps simultaneously.
- Ability to "on the fly" create conversation channels that the entire 18F team can join.
- Search function that allows user to search all conversations available to the user, including public channels, private groups, and documents. Has inline image and video sharing within conversations
- Has a Federal Term of Service
- Integrates with the following software applications in the table below:

<u>Airbrake</u>	<u>Crashlytics</u>	<u>Librato</u>	<u>Scanbot</u>
<u>App Review Monitor</u>	<u>Datadog</u>	<u>Lita</u>	<u>Screenhero</u>
<u>appear.in</u>	<u>Desk.com</u>	<u>Logentries</u>	<u>Semaphore</u>
<u>AppSignal</u>	<u>Dropbox</u>	<u>Magnum CI</u>	<u>Sentry</u>
<u>Asana</u>	<u>Enchant</u>	<u>MailChimp</u>	<u>StatusPage.io</u>
<u>Beanstalk</u>	<u>Envoy</u>	<u>Nagios</u>	<u>Stripe</u>
<u>Bitbucket</u>	<u>Giphy</u>	<u>New Relic</u>	<u>Subversion</u>
<u>Bitium</u>	<u>GitHub</u>	<u>Ninefold</u>	<u>Travis CI</u>
<u>Blossom</u>	<u>Google Drive</u>	<u>OpsGenie</u>	<u>Trello</u>
<u>Bonusly</u>	<u>Google+ Hangouts</u>	<u>Opsmatic</u>	<u>Twitter</u>
<u>Bots</u>	<u>GoSquared</u>	<u>PagerDuty</u>	<u>Userlike</u>
<u>Boundary</u>	<u>GoToMeeting Free</u>	<u>Papertrail</u>	<u>Visual Studio Online</u>
<u>Box</u>	<u>Groove</u>	<u>Pingdom</u>	<u>WorkingOn</u>
<u>Breezy HR</u>	<u>Help Scout</u>	<u>Pivotal Tracker</u>	<u>Wunderlist</u>
<u>Bugsnag</u>	<u>Heroku</u>	<u>Rainforest QA</u>	<u>Yo</u>
<u>Buildkite</u>	<u>Honeybadger</u>	<u>Raygun</u>	<u>Zapier</u>
<u>Circle CI</u>	<u>Hubot</u>	<u>Reamaze</u>	<u>Zendesk</u>
<u>Cloud 66</u>	<u>IFTTT</u>	<u>Room</u>	
<u>Code Climate</u>	<u>Intercom</u>	<u>RSS</u>	
<u>Codeship</u>	<u>JIRA</u>	<u>Runscope</u>	

3.2 LICENSE AMOUNT REQUIREMENTS

The vendor shall supply access for up to 200 users/month for an initial period of twelve (12) months in a plan that meets the requirements below. The initial period may be renewed at the end of the initial 12 months for up to 300, and again at the end of the first option period for 12 months up to 400 users/month at the sole discretion of 18F (GSA) and the Contracting Officer (GSA), and for additional periods up to levels described in the chart below. The ultimate number of licenses purchased will be at the discretion of the 18F (GSA) and the Contracting Officer (GSA).

Because of the continued growth of 18F, flexibility is needed in purchasing licenses during the course of a year. This SOW intends for vendors to supply licenses for web-based collaboration software on an as needed basis for up to a specified amount.

To meet this changing need, the vendor shall:

- Provide access to the ceiling amounts listed in Figure 1.
- Bill the Government only for the amounts consumed.
- Provide access to an administrative portal to activate or deactivate licenses by 18F Team Operations staff.

3.3 PRICING REQUIREMENTS

The vendor shall submit price quotations in line with “Figure 1.”

Figure 1. Requirements for Web-Based Collaborative Software

Line	Description / Configuration	Users Per Month
1	Base Period (12 Months)	200
2	Option 1 (12 Months)	300
3	Option 2 (12 Months)	400

Each license will permit a member of the 18F team to access the web-based collaboration software for one month.

3.4 CONTRACT TYPE

The Government intends to award a single task order as Firm Fixed Price.

3.5 BASIS OF AWARD

Award for this effort shall be determined on a Lowest-Price Technically Acceptable basis.

3.6 PERIOD OF PERFORMANCE

The period of performance shall be from date of award for one twelve (12) month base period with two (2) twelve (12) month options for a total of 36 months.

3.7 CLAUSES

52.217-5 Evaluation of Options (Jul 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration date.